

IN THE CHANCERY COURT FOR SEVIER COUNTY, TENNESSEE

CLIFTON BRYANT and

JUDY BRYANT,

Plaintiffs,

vs.

THE STANDARD FIRE INSURANCE CO.

Defendant.

NO.: 12-8-370

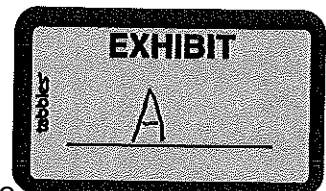
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| CHANCERY COURT FILED HOUR: <u>2:46</u> P. M. AUG 23 2012 <i>Carson P. McDaniel</i> CLERK & MASTER SEVIER COUNTY, TN |
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COMPLAINT

Comes Now, the Plaintiffs, Clifton and Judy Bryant, and for their complaints against The Standard Fire Insurance Company, Defendant, would state as follows:

1. Plaintiffs are citizens and residents of Sevierville, Sevier County, Tennessee.
2. Defendant is a Connecticut Corporation doing business in Sevier County, Tennessee who may be served through the Commissioner of Insurance at 500 James Robertson Parkway, Nashville, TN 37243.
3. All facts and circumstances described and complained of in this Complaint occurred in Sevier County, Tennessee.
4. That on October 22, 2011, Plaintiffs sustained substantial fire damage to their residence located at 1206 St. John's Court, Sevierville, TN 37862.
5. That at the time of loss, Plaintiffs were insured through Travelers insurance against fire damage to their residence, through a Homeowner's Insurance policy which is underwritten by Defendant The Standard Fire Insurance Company.

DEFENDANT'S COPY



6. That said Homeowner's Insurance policy created a binding contract between Defendant and Plaintiffs that required Defendant to provide coverage to Plaintiffs as set forth in the policy should Plaintiffs suffer fire damage to their home.

7. That the fire damage to Plaintiffs home was such that Plaintiffs were insured against such damage by the terms of the Homeowner's Policy that was in effect at that time.

8. That Defendant has refused to make necessary repairs to the home or to reimburse Plaintiffs for such losses as set forth in the Homeowner's Policy.

9. That Defendant's adjusters and appraisers have willfully and intentionally given estimates that ignore repairs that are necessary to the home or substantially undervalue the materials and/or labor necessary to make repairs to the home in accordance with the Homeowner's Policy.

10. That Defendant has operated in bad faith by invoking the appraisal clause of the Homeowner's Policy in an effort to force Plaintiffs to submit themselves to an arbitration process in which Defendant's agents are acting in the manner set forth in Paragraph 9.

11. That Defendant has breached the contract it made with Plaintiffs by failing to fulfill its obligations as set forth in the contract.

12. That Defendant's breach of contract is the proximate cause of Plaintiffs' monetary losses, incidental costs and damages, and consequential damages incurred in connection with the events described herein.

WHEREFORE, PLAINTIFF'S DEMANDS FOR JUDGMENT ARE:

1. That proper process issue and be served upon the Defendants and that the Defendants be required to appear and answer the Complaint within the time required by law.
2. That the Plaintiff be awarded judgment against the Defendants for actual, compensatory damages in the amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).

3. That the Plaintiff be awarded an additional twelve and one-half percent (12.5%) of its damages in this cause pursuant to the bad-faith penalty provided for by Tenn. Code Ann. §56-7-105.
4. That the costs of this action be awarded to the Plaintiff.
5. That a jury of twelve persons be impaneled to try this cause.
6. Such further and other general relief to which Plaintiff may be entitled.

Respectfully submitted this the 22nd day of August, 2012.

BAKER ASSOCIATES

BY: Travis D. McCarter
Travis D. McCarter, BPR #029293
Counsel for Plaintiff
Baker Associates
121 Court Avenue
Sevierville, TN 37862
Phone: (865) 428-2888
Facsimile: (865) 428-2818

STATE OF TENNESSEE)
COUNTY OF SEVIER)

Clifton Bryant, Plaintiff, makes oath that the statements contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

WITNESS my hand this 22nd day of August, 2012.

Clifton Bryant
Clifton Bryant

Sworn to and subscribed before me

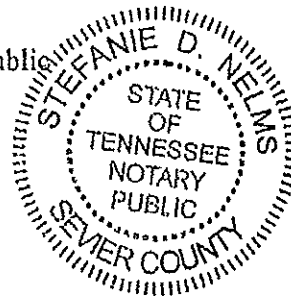
on this the 22nd day of August, 2012.

Stefanie Nelms

Notary Public

My commission expires: 3/19/14

STATE OF TENNESSEE)
COUNTY OF SEVIER)



Judy Bryant, Plaintiff, makes oath that the statements contained in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

WITNESS my hand this 22nd day of August, 2012.

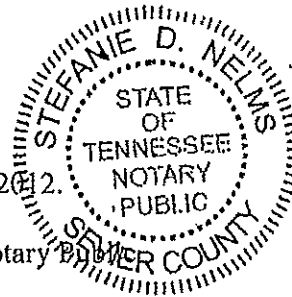
Judy Bryant
Judy Bryant

Sworn to and subscribed before me

on this the 22nd day of August, 2012.

Stefanie Nelms, Notary Public

My commission expires: 3/19/14



COST BOND

We acknowledge ourselves as surety for all costs, taxes, and damages in the case in accordance with Tenn. Code Ann. § 20-12-120.

CERTIFICATE

BAKER ASSOCIATES

I, Carolyn P. McMahon, Clerk & Master for the
Chancery Court for Sevier County, Tennessee, do
hereby certify the foregoing to be a true copy of
the Complaint

as filed in my office in Sevierville, Tennessee,
on the 22 day of Aug, 2012.
This, the 22 day of Aug, 2012

Clerk & Master

By Deputy Clerk & Master Carolyn P. McMahon

By: Travis D. McCarter
Travis D. McCarter, Esq.